

CAUSE No. 2018-31578

GULF COAST ASPHALT
COMPANY, LLC*Plaintiff*v.
VITOL INC.,*Defendant*

v.

ARTHUR J. BRASS AND
TRIFINERY INC.,*Third-party Defendants*

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

295TH JUDICIAL DISTRICT**AGREED FINAL JUDGMENT**

On the date below, came to be heard this Agreed Final Judgment in the above-styled and numbered cause. The full names of the parties are Gulf Coast Asphalt Company, LLC ("GCAC"), Arthur J. Brass ("Brass"), Trifinery, Inc. ("Trifinery") (collectively the "Brass Parties"), and Vitol Inc. ("Vitol").

The Court has been informed that all matters have been resolved between and among the parties and that the parties have agreed that a final judgment, as set forth herein, should be entered disposing of all issues in this case. The Court, after reviewing all pleadings and materials before this Court, is of the opinion that this Agreed Final Judgment should be entered.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that a judgment be entered for Vitol against the Brass Parties, who are jointly and severally liable to Vitol, in the amount of \$10,000,000 (ten million dollars and 00/100).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all writs and process for the enforcement and collection of this judgment may issue as necessary and that the

VITOL EXHIBIT**89**

Adv. No.: 21-06006 8/30/2022

Officer, including deputies, charged with obeying the command of any such writ or process may do so by any reasonable means necessary to accomplish such task.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Vitol is entitled to post-judgment interest on said judgment to be computed at the rate of 5% per annum on the amount of the judgment, said interest to accrue as allowed by law from the date this judgment is signed until this judgment is satisfied.


IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Brass Parties shall bear the parties' court costs.

This is a final judgment, and disposes of all claims, requests for relief, and all parties. All relief not expressly granted in the final judgment is denied.

The Court retains jurisdiction to enforce this Agreed Final Judgment.

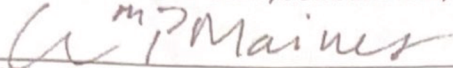
SIGNED this _____ day of _____, 2020.

Signed:
11/20/2020



JUDGE PRESIDING

AGREED AS TO FORM, SUBSTANCE, AND ENTRY:



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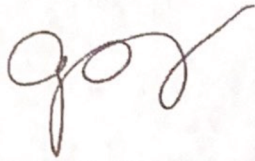
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COUNTER-DEFENDANT

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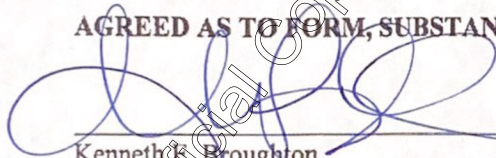
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Unofficial Copy Office of Marilyn Burgess District Clerk